

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

PRIMACY ENGINEERING, INC.	§	
Plaintiff	§	
	§	
vs.	§	Civil Action No. 1:18-cv-00129-RP
	§	
SAN ENGINEERING; CHI WON LEE,	§	
An Individual; and JK OCEANICS, LLC	§	
Defendant	§	

DEFENDANT JK OCEANICS, LLC'S ORIGINAL ANSWER

TO THE HONORABLE JUDGE OF SAID
UNITED STATES DISTRICT COURT:

NOW COMES Defendant JK Oceanics, LLC ("JKO") and files its Original Answer to Plaintiff Primacy Engineering, Inc.'s Original Complaint as follows:

ALLEGATIONS IN INTRODUCTION

1. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 1.
2. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 2.
3. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 3.
4. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 4.
5. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 5.

6. JKO admits that it is a Texas based company and that it is owned by one former employee of GMB (USA), Inc. JKO denies that it was formed specifically to aid SAN Engineering with the Hanjin contract, that it promised to export military components to SAN Engineering, or that it lacks export licenses needed to export parts for military use. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 6.

7. JKO acknowledges that Plaintiff seeks such relief, but denies that Plaintiff is entitled to any such relief against JKO.

ALLEGATIONS ABOUT THE PARTIES

8. JKO is without knowledge or information to admit or deny the allegations in paragraph 8.

9. JKO is without knowledge or information to admit or deny the allegations in paragraph 9.

10. JKO is without knowledge or information to admit or deny the allegations in paragraph 10.

11. JKO admits that it is a Texas limited liability company with a registered agent at 700 Lavaca St, Ste 1401, Austin, TX 78701-3101. JKO admits that one former employee of GMB (USA), Inc., Ji Kwon, is a member of the company. JKO denies the remainder of plaintiff's allegations in paragraph 11.

ALLEGATIONS ABOUT JURISDICTION AND VENUE

12. JKO admits that it appears, at this time, that this Court has federal question jurisdiction over this matter.

13. JKO admits that it appears, at this time, that this Court has federal diversity jurisdiction over this matter.

14. JKO admits that venue appears proper because one or more Defendants reside in this judicial district. JKO is without knowledge or information to admit or deny the other allegations in paragraph 8.

15. JKO admits the Court has personal jurisdiction over this defendant.

16. JKO is without knowledge or information to admit or deny the allegations in paragraph 16.

17. JKO is without knowledge or information to admit or deny the allegations in paragraph 17.

FACTUAL ALLEGATIONS

18. JKO is without knowledge or information to admit or deny the allegations in paragraph 18.

19. JKO is without knowledge or information to admit or deny the allegations in paragraph 19.

20. JKO is without knowledge or information to admit or deny the allegations in paragraph 20.

21. JKO is without knowledge or information to admit or deny the allegations in paragraph 21.

22. JKO is without knowledge or information to admit or deny the allegations in paragraph 22.

23. JKO is without knowledge or information to admit or deny the allegations in paragraph 23.

24. JKO is without knowledge or information to admit or deny the allegations in paragraph 24.

25. JKO is without knowledge or information to admit or deny the allegations in paragraph 25.

26. JKO is without knowledge or information to admit or deny the allegations in paragraph 27.

27. JKO is without knowledge or information to admit or deny the allegations in paragraph 27.

28. JKO is without knowledge or information to admit or deny the allegations in paragraph 28.

29. JKO is without knowledge or information to admit or deny the allegations in paragraph 29.

30. JKO is without knowledge or information to admit or deny the allegations in paragraph 30.

31. JKO is without knowledge or information to admit or deny the allegations in paragraph 31.

32. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 32.

33. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 33.

34. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 34.

35. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 35.

36. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 36.

37. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 37.

38. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 38.

39. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 39.

40. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 40.

41. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 41.

42. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 42.

43. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 43.

44. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 44.

45. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 45.

46. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 46.

47. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 47.

48. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 48.

49. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 49.

50. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 50.

51. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 51.

52. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 52.

53. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 53.

54. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 54.

55. JKO denies SAN Engineering has contacted it to obtain parts. JKO admits it has contacted parts suppliers in the United States for parts required by SAN Engineering. JKO is without sufficient knowledge or information to admit or deny the remainder of the allegations in paragraph 55.

56. JKO admits Ji Kwon worked at GMB (USA), Inc. from June 2012 to September 2013. JKO denies the remainder of the allegations in paragraph 56.

57. JKO denies the allegations in paragraph 57.

58. JKO denies the allegations in paragraph 58.

59. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 59.

60. JKO denies it has jeopardized any relationship of plaintiff's or robbed plaintiff of any contracts. JKO is without sufficient knowledge or information to admit or deny the remainder of the allegations in paragraph 60.

61. JKO denies it participated in any effort to cut Primacy out of military contracts. JKO is without sufficient knowledge or information to admit or deny the remainder of the allegations in paragraph 61.

ALLEGATIONS ABOUT FIRST CLAIM FOR RELIEF

62. JKO incorporates its responses to each of the foregoing paragraphs.

63. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 63.

64. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 64.

65. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 65.

66. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 66.

67. JKO denies it knew or should have known that it received any trade secrets belonging to plaintiff. JKO further denies it used plaintiff's trade secrets. JKO is without sufficient knowledge or information to admit or deny the remainder of the allegations in paragraph 67.

68. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 68.

69. JKO denies it has or will continue to misappropriate or use plaintiff's trade secrets. JKO is without sufficient knowledge or information to admit or deny the remainder of the allegations in paragraph 69.

70. JKO denies plaintiff has or will suffer any harm, injury, or damage as a result of JKO's conduct. JKO acknowledges that plaintiff seeks relief but denies that plaintiff is entitled to any such relief against JKO. JKO is without sufficient knowledge or information to admit or deny the remainder of the allegations in paragraph 70.

71. JKO acknowledges that Plaintiff seeks relief, but denies that Plaintiff is entitled to any such relief against JKO.

ALLEGATIONS ABOUT SECOND CLAIM FOR RELIEF

72. JKO incorporates its responses to each of the foregoing paragraphs.

73. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 73.

74. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 74.

75. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 75.

76. JKO denies it knew or should have known that trade secrets belonging to plaintiff were misappropriated. JKO is without sufficient knowledge or information to admit or deny the remainder of the allegations in paragraph 76.

77. JKO denies it used or will continue to use trade secrets belonging to plaintiff to pursue contracts with Hanjin. JKO is without sufficient knowledge or information to admit or deny the remainder of the allegations in paragraph 77.

78. JKO denies it misappropriated trade secrets belonging to plaintiff. JKO is without sufficient knowledge or information to admit or deny the remainder of the allegations in paragraph 78.

79. JKO denies it misappropriated trade secrets belonging to plaintiff. JKO is without sufficient knowledge or information to admit or deny the remainder of the allegations in paragraph 79.

80. JKO denies its conduct resulted in any injury to plaintiff. JKO acknowledges that Plaintiff seeks relief, but denies that Plaintiff is entitled to any such relief against JKO.

81. JKO denies its conduct resulted in any damage to plaintiff. JKO acknowledges that Plaintiff seeks relief, but denies that Plaintiff is entitled to any such relief against JKO.

82. JKO denies its conduct resulted in any damage to plaintiff. JKO acknowledges that Plaintiff seeks relief, but denies that Plaintiff is entitled to any such relief against JKO.

83. JKO acknowledges that Plaintiff seeks relief, but denies that Plaintiff is entitled to any such relief against JKO.

84. JKO denies plaintiff has or will suffer any harm or injury as a result of JKO's conduct. JKO acknowledges that plaintiff seeks relief but denies that plaintiff is entitled to any such relief against JKO. JKO is without sufficient knowledge or information to admit or deny the remainder of the allegations in paragraph 84.

ALLEGATIONS ABOUT THIRD CLAIM FOR RELIEF

85. JKO incorporates its responses to each of the foregoing paragraphs.

86. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 86.

87. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 87.

88. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 88.

89. JKO denies it knew or should have known that trade secrets belonging to plaintiff were misappropriated. JKO is without sufficient knowledge or information to admit or deny the remainder of the allegations in paragraph 89.

90. JKO denies it used or will continue to use trade secrets belonging to plaintiff to pursue contracts with Hanjin. JKO is without sufficient knowledge or information to admit or deny the remainder of the allegations in paragraph 90.

91. JKO denies it misappropriated trade secrets belonging to plaintiff. JKO is without sufficient knowledge or information to admit or deny the remainder of the allegations in paragraph 91.

92. JKO denies it misappropriated trade secrets belonging to plaintiff. JKO is without sufficient knowledge or information to admit or deny the remainder of the allegations in paragraph 92.

93. JKO denies its conduct resulted in any injury to plaintiff. JKO acknowledges that Plaintiff seeks relief, but denies that Plaintiff is entitled to any such relief against JKO.

94. JKO denies its conduct resulted in any injury to plaintiff. JKO acknowledges that Plaintiff seeks relief, but denies that Plaintiff is entitled to any such relief against JKO.

95. JKO denies its conduct resulted in any injury to plaintiff. JKO acknowledges that Plaintiff seeks relief, but denies that Plaintiff is entitled to any such relief against JKO.

96. JKO denies its conduct resulted in any injury to plaintiff. JKO acknowledges that Plaintiff seeks relief, but denies that Plaintiff is entitled to any such relief against JKO.

97. JKO denies its conduct resulted in any injury to plaintiff. JKO acknowledges that Plaintiff seeks relief, but denies that Plaintiff is entitled to any such relief against JKO.

ALLEGATIONS ABOUT FOURTH CLAIM FOR RELIEF

98. JKO incorporates its responses to each of the foregoing paragraphs.

99. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 99.

100. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 100.

101. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 101.

102. JKO denies its conduct resulted in any injury to plaintiff. JKO acknowledges that Plaintiff seeks relief, but denies that Plaintiff is entitled to any such relief against JKO.

103. JKO denies its conduct resulted in any injury to plaintiff. JKO acknowledges that Plaintiff seeks relief, but denies that Plaintiff is entitled to any such relief against JKO.

ALLEGATIONS ABOUT FIFTH CLAIM FOR RELIEF

104. JKO incorporates its responses to each of the foregoing paragraphs.

105. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 105.

106. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 106.

107. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 107.

108. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 108.

109. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 109.

ALLEGATIONS ABOUT SIXTH CLAIM FOR RELIEF

110. JKO incorporates its responses to each of the foregoing paragraphs.

111. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 111.

112. JKO denies the allegations in paragraph 112.

113. JKO denies its conduct resulted in any injury to plaintiff. JKO acknowledges that Plaintiff seeks relief, but denies that Plaintiff is entitled to any such relief against JKO.

114. JKO denies its conduct resulted in any injury to plaintiff. JKO acknowledges that Plaintiff seeks relief, but denies that Plaintiff is entitled to any such relief against JKO.

ALLEGATIONS ABOUT SEVENTH CLAIM FOR RELIEF

115. JKO incorporates its responses to each of the foregoing paragraphs.

116. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 116.

117. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 117.

118. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 118.

119. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 119.

120. JKO denies the allegations in paragraph 120.

121. JKO denies its conduct resulted in any injury to plaintiff. JKO acknowledges that Plaintiff seeks relief, but denies that Plaintiff is entitled to any such relief against JKO.

ALLEGATIONS ABOUT CONDITIONS PRECEDENT

122. JKO is without sufficient knowledge or information to admit or deny the allegations in paragraph 122.

ALLEGATIONS ABOUT JURY DEMAND

123. JKO acknowledges that plaintiff desires a trial by jury. JKO is not required to admit or deny such demand.

ALLEGATIONS ABOUT RELIEF SOUGHT

124. JKO acknowledges that Plaintiff seeks such relief, but denies that Plaintiff is entitled to any such relief against JKO.

JKO'S AFFIRMATIVE DEFENSES

1. Estoppel, including without limitation equitable estoppel, quasi-estoppel and/or estoppel in pais bars plaintiff's claims in whole or in part.

2. Plaintiff's failure to reasonably avoid or mitigate its alleged damages bars its claims in whole or part.

3. The acts or omissions of others over whom JKO had no control were an intervening, superseding or supervening cause that bars plaintiff's claims against JKO in whole or in part.

4. The equitable doctrine of unclean hands bars plaintiff's claims in whole or in part.

JKO ASSERTS ITS CHAPTER 33 RIGHTS

1. JKO asserts its rights under Tex. Civ. Prac. & Rem. Code § 33.001 *et seq.*, including, without limitation, §§ 33.001 (claimant may not recover), 33.003 (determination of proportional responsibility), 33.004 (designation of responsible third party), 33.012 (amount of claimant's recovery), 33.013 (amount of defendant's liability), (contribution), and 33.016 (claim against contribution defendant).

PRAYER FOR RELIEF

JK Oceanics, LLC prays that upon final hearing, the Court render a Final Judgment that plaintiff take nothing herein, that it be awarded the relief prayed for hereinabove, and for such other and further relief, special or general, legal or equitable, as may be shown that it is justly entitled to receive.

Respectfully submitted,

By: /s/ david j. park

David J. Park

State Bar No. 24025582

dpark@parkjunlaw.com

Park & Jun, PLLC

2000 Royal Lane, Suite 204

Dallas, Texas 75229

Tel: 972-241-6900

Fax: 214-257-8633

**ATTORNEYS FOR
JK OCEANICS, LLC**

CERTIFICATE OF SERVICE

I hereby certify that on August 3, 2018, the foregoing document is being filed with the Clerk of the U.S. District Court, Western District of Texas, using the electronic case filing system of the court, which electronically will send a “Notice of Electronic Filing”, with a link to an electronic copy of this document, to the attorneys of record who have consented in writing with this court to accept such as service of this document by electronic means.

/s/ david j. park
David J. Park